

RECEIVED  
UNITED STATES DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20530

103-21-1104-1172

EXHIBIT B

REGISTRATION SECTION  
REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Sontheimer and Company, Inc.  
No. 1648

Name of Foreign Principal

The Netherlands Antilles

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As public relations counsel in the United States and for the purpose of promoting tourism, in the Windward Islands, registrant will originate editorials and photographic materials, arrange for promotional trips, issue press releases and supply travel and promotional materials to travel agencies, airlines and steamship companies.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

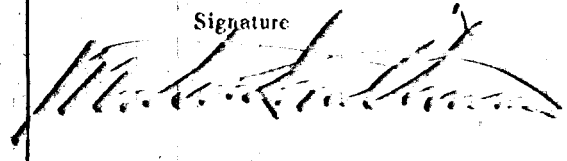
Date of Exhibit B

February 28, 1972

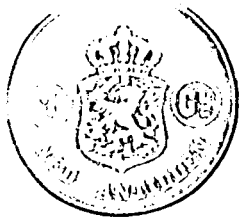
Name and Title

Morton Sontheimer  
President

Signature



<sup>1/</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Agreement between the Netherlands Antilles Government (Government) and Sontheimer and Company, Inc. (Company), a New York corporation, as follows:

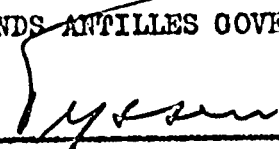
1. Reference is made to the contract (Contract) with the Government of the Island Territory the Windward Islands Section St. Maarten (Client) dated as of January 1, 1969 (a copy of which is annexed here to).

2. In accordance with the understanding pursuant to which the Company entered into said Contract, the Government agrees to pay the sum of \$ 31,560 of the total amount payable to the Company pursuant to Paragraph IX of the Contract and the Company agrees that if and when such payments are received to credit the Island Territory therefor.

3. Upon the signing of this Agreement, the entire \$ 31,560 shall be deposited in or guaranteed by a New York bank, to be used solely for the Company to draw upon for payment as follows:  
FIVE (5) monthly payments due on the first day of each month commencing May 1, 1969.

Each payment shall be in the sum of \$ 5,606.06 except for the payments due on October 1, which payment shall be \$ 3,529.70, with the Client paying the balance (\$ 2,076.36) still due the Company on October 1, plus the full payments of \$ 5,606.06 on November 1 and December 1.

NETHERLANDS ANTILLES GOVERNMENT

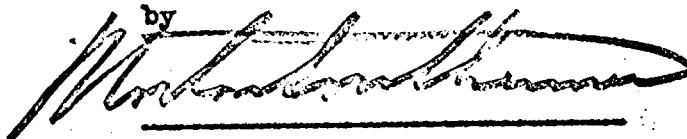
  
Director, Department Social and Economic Affairs

Date

May 5, 1969

SONTHEIMER AND COMPANY, INC

by




Morton Sontheimer, President

Date

March 20, 1969

REGISTRATION SECTION

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Contract dated as of January 1, 1969 for Public Relations Services between jointly the GOVERNMENT OF THE ISLAND TERRITORY THE WINDWARD ISLANDS SECTION SINT MAARTEN (hereinafter jointly referred to as the "Client") and SONTHEIMER AND COMPANY, INC. (hereinafter referred to as the Company), a New York corporation as follows:

- I. The Contract shall run for one year from January 1, 1969 and thereafter from year to year subject to termination on December 31, 1969 or December 31 of any subsequent year by either side giving the other three months' prior notice in writing.
- II. Under this contract, the Company will conduct a public relations program for the Island Territory the Windward Islands consisting of St. Maarten, Saba and St. Eustatius and will maintain tourism information offices for these islands in New York City.
- III.
  - A. The services to be rendered by the Company shall be directed toward the United States, Canada and the Caribbean, especially San Juan, Puerto Rico, and shall include: releases to and contracts with the travel trade press and information to potential tourists; arranging press interviews with tourism officials, hotel people and others in the tourism industry, arranging magazine articles and television and radio programs and mentions; producing and distributing photographs; encouraging visits by press people from the United States and Canada to the Islands and arranging guidance and orientation for them while there; suggesting and arranging special events; arranging tie-ins; negotiating with cruise ship lines; and generally advising and consulting the Client on matters of tourism. To implement these obligations, the Company will make available the services of an account supervisor, account director, personal attention of the President, and staff support.
  - B. The Company shall not be required to perform services of a political or lobbying nature, or the duties of an advertising agency per se; nor shall the Company as part of its public relations function be required to deal directly with travel agents, hotel representatives or airlines or otherwise perform the function of a tourism office except as provided in Paragraphs IIIA and X of this contract; nor shall the Company be required to pay for advertising or pay any of the expenses of press representatives or persons other than members of the Company staff visiting the Islands.
  - C. Payments under Article IX herein cover the following:  
Salaries and fringe benefits of Company staff working on behalf of the Client, taxes, photographic supplies, photographic laboratory costs, cost of telephones, cables, telegrams, postage and mailings, freight and air cargo and messenger service required for the public relations activity within and between the United States and the Islands, cost of mailings to the Islands, press clippings, subscriptions, reference books, entertaining, rents and utilities and other overhead items, local transportation in New York for staff members and travel expenses, not otherwise provided for, of staff members to and from the Islands.

- IV. The Company shall, at cost plus a fifteen percent overhead charge in addition to the moneys provided elsewhere by this contract, produce travel literature and/or motion pictures for the Client, if requested, or authorized by the Client.
- V. The Company shall be reimbursed additionally for any travel of staff members other than between the United States and the Islands, providing same is authorized by the Client.
- VI. The Client will see to it that complimentary hotel accommodations are arranged including meals for members of the Company in the Islands on business under this contract, that transportation for them on the Islands is provided, and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them to and from the Islands. Any expenses for members of the Company in the Islands incurred on business will be reimbursed by the Client.
- VII. The Client will do its best to expand the public relations program by endeavoring to obtain the same concessions for press visitors and others who can be helpful to the Islands, and the Company will try to induce the proper persons to take advantage of such concessions.
- VIII. A. The Client will keep the Company informed of developments affecting tourism in the Islands, and will supply all available statistics.
- B. The Company will report to the Client on its activities under this Contract at least monthly and will supply evidence of results obtained.
- IX. For public relations activities described herein, the Client will pay the Company a fee of Fifty-five Thousand, Eight Hundred Dollars a year (\$ 55,800.00).
- X. A. The Company will operate or supervise offices of tourism for the Islands within the Company's New York office suite for an additional fee of Eighteen Thousand Two Hundred Dollars (\$ 18,200.00) a year.
- B. The Company will provide office space in New York for this activity and pay for special telephones and directory listings, provide or pay for storage space for literature and pay for all reasonable mailing and communications costs. Mass mailings to travel agents will be paid for by the Company so long as they do not exceed a total of \$ 500.00 in any year, but mass mailings beyond that will be chargeable to the Client provided such mailings have been authorized in writing.
- C. The Company will pay the salary and fringe benefits of an information officer to perform this function in its New York offices. The Company will also provide the supervisory services of an account director.
- D. The information officer will work with travel agents, hotel representatives and airlines. No other member of the Company's staff shall be required to work with travel agents, hotel representatives and airlines.

- XII. A. The total annual sum of Seventy-four Thousand Dollars (\$ 74,000.00) shall be paid as follows: \$ 12,333.34 on January 1, 1969 and \$ 5,606.06 on the first of each month thereafter. On January 1st of the following year, the same schedule of payments shall be instituted unless the Contract is cancelled or changed.
- B. The entire \$ 74,000.00 shall be deposited in or guaranteed by a New York Bank on or before January 1, 1969 to be used solely for the Company to draw upon for payments hereunder. With respect to each subsequent year of this Contract, the fee shall similarly be deposited in or guaranteed by a New York bank on or before January 1st of such contract year.
- C. The Company shall be promptly reimbursed for any projects of an unanticipated or costly nature undertaken at the request or with the consent of the Client.
- XIII. Any and all disputed or controversies arising out of this Contract or its making, interpretations, performance, breach, or alleged breach thereof, shall be submitted to the Supreme Court of the State of New York, in New York County, pursuant to the New York Simplified Procedure for Court Determination of Disputes. Service of process hereunder shall be deemed sufficient if sent by Registered Mail to the Company or the Client at their respective addresses.
- XIV. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Contract shall be considered a waiver of any succeeding or preceding breach.
- XV. All notices to be made hereunder to the Client shall be made to and in the name of ISLAND TERRITORY THE WINDWARD ISLANDS, Department of Social and Economic Affairs, Philipsburg St. Maarten, N. A. Any notices required to be sent to the Company hereunder shall be made to SONTHEIMER AND COMPANY, INC. at 4 West 58 Street, New York, N. Y. 10019.
- XVI. This Contract is complete and embraces the entire understanding between the parties; all prior agreements between the parties, oral or in writing, having been merged herein. This Contract may not be changed or supplemented orally but only in a writing signed by both parties hereto. This Contract is made in the State of New York and shall be construed in accordance with the laws of New York applicable to the contracts wholly to be performed therein. All payments provided for herein are to be made in United States Dollars.

SONTHEIMER AND COMPANY INC.

By

Morton Sontheimer, President

GOVERNMENT OF THE ISLAND TERRITORY THE  
WINDWARD ISLANDS SECTION SINT MAARTEN

By

Lt. Governor of the Island Territory the  
Windward Islands

Date

21 February 1969

Feb 21 1969